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7 UNITED STATES DISTRICT COURT
8 CENTRAL DISTRICT OF CALIFORNIA

9 GWEN H., an individual,
10 Plaintiff,

11 v.

12 GEORGE FOREMAN; and DOES 2
13 through 50,
14 Defendants.

Case No. 2:22-cv-09241 AB (MAAx)

STIPULATED PROTECTIVE
ORDER¹

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16 **1. PURPOSES AND LIMITATIONS**

17 Discovery in this action is likely to involve production of confidential,
18 proprietary, or private information for which special protection from public
19 disclosure and from use for any purpose other than prosecuting this litigation may be
20 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter
21 the following Stipulated Protective Order. The parties acknowledge that this
22 Stipulated Protective Order does not confer blanket protections on all disclosures or
23 responses to discovery and that the protection it affords from public disclosure and
24 use extends only to the limited information or items that are entitled to confidential
25 treatment under the applicable legal principles. The parties further acknowledge, as
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28 ¹ This Stipulated Protective Order is substantially based on the model protective
order provided under Magistrate Judge Maria A. Audero's Procedures.

1 set forth in Section 13.3 below, that this Stipulated Protective Order does not entitle
2 them to file confidential information under seal; Local Rule 79-5 sets forth the
3 procedures that must be followed and the standards that will be applied when a party
4 seeks permission from the Court to file material under seal.

5 **2. GOOD CAUSE STATEMENT**

6 Given the nature of the claims alleged herein, Gwen H., George Foreman, and
7 Does 2 through 50 (referred to individually as a “Party” or collectively as the
8 “Parties”) anticipate that this action is likely to involve highly private and personal
9 information. Such confidential and proprietary materials and information consist of,
10 among other things, confidential personal information, including medical
11 information, sexual information, drug usage information, health information, mental
12 health information, and potentially private financial information (including
13 information implicating privacy rights of third parties), information otherwise
14 generally unavailable to the public, or which may be privileged or otherwise
15 protected from disclosure under state or federal statutes, court rules, case decisions,
16 or common law. Accordingly, to protect the Parties’ privacy, to expedite the flow of
17 information, to facilitate the prompt resolution of disputes over confidentiality of
18 discovery materials, to adequately protect information the parties are entitled to keep
19 confidential, to ensure that the parties are permitted reasonable necessary uses of
20 such material in preparation for and in the conduct of trial, to address their handling
21 at the end of the litigation, and serve the ends of justice, a protective order for such
22 information is justified in this matter. It is the intent of the parties that information
23 will not be designated as confidential for tactical reasons and that nothing be so
24 designated without a good faith belief that it has been maintained in a confidential,
25 non-public manner, and there is good cause why it should not be part of the public
26 record of this case.

1 **3. DEFINITIONS**

2 3.1. Action: This above-captioned action.

3 3.2. Challenging Party: A Party or Nonparty that challenges the designation
4 of information or items under this Stipulated Protective Order.

5 3.3. “CONFIDENTIAL” Information or Items: Information (regardless of
6 how it is generated, stored or maintained) or tangible things that qualify for
7 protection under Federal Rule of Civil Procedure 26(c), and as specified
8 above in the Good Cause Statement.

9 3.4. “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
10 Information or Items: Information (regardless of how it is generated, stored
11 or maintained) or tangible things that qualify for protection under Federal
12 Rule of Civil Procedure 26(c), as specified above in the Good Cause
13 Statement, and as further agreed by the parties as set out herein to be seen
14 only by the Counsel to the Parties in this action.

15 3.5. Counsel: The Parties’ various Counsel of Record in this action (as well
16 as their support staff).

17 3.6. Designating Party: A Party or Nonparty that designates information or
18 items that it produces in disclosures or in responses to discovery as
19 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
20 EYES ONLY.”

21 3.7. Disclosure or Discovery Material: All items or information, regardless
22 of the medium or manner in which it is generated, stored, or maintained
23 (including, among other things, testimony, transcripts, and tangible things),
24 that are produced or generated in disclosures or responses to discovery in this
25 matter.

26 3.8. Expert: A person with specialized knowledge or experience in a matter
27 pertinent to the litigation who has been retained by a Party or its counsel to
28 serve as an expert witness or as a consultant in this Action.

3.9. Nonparty: Any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

3.10. Party: Any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Counsel of Record in this action (and their support staffs).

3.11. Producing Party: A Party or Nonparty that produces Disclosure or Discovery Material in this Action.

3.12. Professional Vendors: Persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

3.13. Protected Material: Any Disclosure or Discovery Material that is designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

3.14. Receiving Party: A Party that receives Disclosure or Discovery Material from a Producing Party.

4. SCOPE

The protections conferred by this Stipulated Protective Order cover not only Protected Material, but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Stipulated Protective Order does not govern the use of Protected Material at trial.

5. DURATION

FINAL DISPOSITION of the action is defined as the conclusion of any

1 appellate proceedings, or, if no appeal is taken, when the time for filing of an appeal
 2 has run. Except as set forth below, the terms of this Stipulated Protective Order apply
 3 through FINAL DISPOSITION of the action. The parties may stipulate that they
 4 will be contractually bound by the terms of this agreement beyond FINAL
 5 DISPOSITION, but will have to file a separate action for enforcement of the
 6 agreement once all proceedings in this case are complete.

7 Once a case proceeds to trial, information that was designated as
 8 CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY
 9 or maintained pursuant to this Stipulated Protective Order used or introduced as an
 10 exhibit at trial becomes public and will be presumptively available to all members of
 11 the public, including the press, unless compelling reasons supported by specific
 12 factual findings to proceed otherwise are made to the trial judge in advance of the
 13 trial. See Kamakana, 447 F.3d at 1180-81 (distinguishing “good cause” showing for
 14 sealing documents produced in discovery from “compelling reasons” standard when
 15 merits-related documents are part of court record). Accordingly, for such materials,
 16 the terms of this Stipulated Protective Order do not extend beyond the
 17 commencement of the trial.

18 **6. DESIGNATING PROTECTED MATERIAL**

19 **6.1. Exercise of Restraint and Care in Designating Material for Protection.**

20 Each Party or Nonparty that designates information or items for
 21 protection under this Stipulated Protective Order must take care to limit
 22 any such designation to specific material that qualifies under the
 23 appropriate standards. The Designating Party must designate for
 24 protection only those parts of material, documents, items, or oral or
 25 written communications that qualify so that other portions of the
 26 material, documents, items, or communications for which protection is
 27 not warranted are not swept unjustifiably within the ambit of this
 28 Stipulated Protective Order.

1 Mass, indiscriminate, or routinized designations are prohibited.
2 Designations that are shown to be clearly unjustified or that have been
3 made for an improper purpose (*e.g.*, to unnecessarily encumber the case
4 development process or to impose unnecessary expenses and burdens
5 on other parties) may expose the Designating Party to sanctions.

6 If it comes to a Designating Party's attention that information or
7 items that it designated for protection do not qualify for protection, that
8 Designating Party must promptly notify all other Parties that it is
9 withdrawing the inapplicable designation.

10 6.2. Manner and Timing of Designations.

11 Except as otherwise provided in this Stipulated Protective Order
12 (*see, e.g.*, second paragraph of section 6.2(a) below), or as otherwise
13 stipulated or ordered, Disclosure or Discovery Material that qualifies
14 for protection under this Stipulated Protective Order must be clearly so
15 designated before the material is disclosed or produced.

16 Designation in conformity with this Stipulated Protective Order
17 requires the following:

- 18 (a) For information in documentary form (*e.g.*, paper or electronic
19 documents, but excluding transcripts of depositions or other
20 pretrial or trial proceedings), that the Producing Party affix at a
21 minimum, the legend "CONFIDENTIAL" (hereinafter
22 "CONFIDENTIAL legend") or "HIGHLY CONFIDENTIAL –
23 ATTORNEYS' EYES ONLY" (hereinafter "HIGHLY
24 CONFIDENTIAL legend"), to each page that contains protected
25 material. If only a portion or portions of the material on a page
26 qualifies for protection, the Producing Party also must clearly
27 identify the protected portion(s) (*e.g.*, by making appropriate
28 markings in the margins).

1 A Party or Nonparty that makes original documents
2 available for inspection need not designate them for protection
3 until after the inspecting Party has indicated which documents it
4 would like copied and produced. During the inspection and
5 before the designation, all of the material made available for
6 inspection shall be deemed “CONFIDENTIAL.” After the
7 inspecting Party has identified the documents it wants copied and
8 produced, the Producing Party must determine which documents,
9 or portions thereof, qualify for protection under this Stipulated
10 Protective Order. Then, before producing the specified
11 documents, the Producing Party must affix the
12 “CONFIDENTIAL legend” or “HIGHLY CONFIDENTIAL
13 legend” to each page that contains Protected Material. If only a
14 portion or portions of the material on a page qualifies for
15 protection, the Producing Party also must clearly identify the
16 protected portion(s) (*e.g.*, by making appropriate markings in the
17 margins).

- 18 (b) For testimony given in depositions, the Designating Party shall
19 clearly state during the deposition and on the record that he or
20 she is designating a portion of the deposition testimony
21 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL–
22 ATTORNEYS’ EYES ONLY” and ask the Court reporter to
23 mark specific pages of the deposition accordingly. Although a
24 Designating Party may designate portions of a deposition
25 transcript “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL–
26 ATTORNEYS’ EYES ONLY” after a deposition has concluded,
27 any public disclosure of the deposition testimony before the
28 designation is made shall not be a violation of this Stipulated

Protective Order. If a Designating Party designates any portion of a deposition transcript “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL– ATTORNEYS’ EYES ONLY” after receipt of the final deposition transcript, they shall identify any Protected Material contained in the deposition transcript, exhibits, or recording and notify the other Party or Parties in writing of such designations. The writing should identify the Protected Material by page, line, and/or paragraph number where applicable.

- (c) For information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

6.3. Inadvertent Failure to Designate.

If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Stipulated Protective Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Stipulated Protective Order. However, any public disclosure of qualified information prior to a designation of “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL– ATTORNEYS’ EYES ONLY” shall not be deemed a violation of this Stipulated Protective Order.

7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

1 7.1. Timing of Challenges.

2 Any Party or Nonparty may challenge a designation of
3 confidentiality at any time that is consistent with the Court's Scheduling
4 Order.

5 7.2. Meet and Confer.

6 The Challenging Party shall initiate the dispute resolution
7 process, which shall comply with Local Rule 37.1 et seq., and with
8 Section 4 of Judge Audero's Procedures ("Mandatory Telephonic
9 Conference for Discovery Disputes").²

10 7.3. Burden of Persuasion

11 The burden of persuasion in any such challenge proceeding shall
12 be on the Designating Party. Frivolous challenges, and those made for
13 an improper purpose (*e.g.*, to harass or impose unnecessary expenses
14 and burdens on other parties) may expose the Challenging Party to
15 sanctions. Unless the Designating Party has waived or withdrawn the
16 confidentiality designation, all parties shall continue to afford the
17 material in question the level of protection to which it is entitled under
18 the Producing Party's designation until the Court rules on the
19 challenge.

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21 **8. ACCESS TO AND USE OF PROTECTED MATERIAL**

22 8.1. Basic Principles.

23 A Receiving Party may use Protected Material that is disclosed
24 or produced by another Party or by a Nonparty in connection with this
25 Action only for prosecuting, defending, or attempting to settle this
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28 ² Judge Audero's Procedures are available at <https://www.cacd.uscourts.gov/honorable-maria-audero>.

1 Action. Such Protected Material may be disclosed only to the categories
2 of persons and under the conditions described in this Stipulated
3 Protective Order. When the Action reaches a final disposition, a
4 Receiving Party must comply with the provisions of section 14 below
5 (FINAL DISPOSITION).

6 Protected Material must be stored and maintained by a Receiving
7 Party at a location and in a secure manner that ensures that access is
8 limited to the persons authorized under this Stipulated Protective Order.

9 8.2. Disclosure of “CONFIDENTIAL” Information or Items.

10 Unless otherwise ordered by the court or permitted in writing by
11 the Designating Party, a Receiving Party may disclose any information
12 or item designated “CONFIDENTIAL” only to:

- 13 (a) The Receiving Party’s Counsel of Record in this Action, as well
14 as employees of said Counsel of Record to whom it is reasonably
15 necessary to disclose the information for this Action;
- 16 (b) The officers, directors, current employees, agents, and
17 representatives of the Receiving Party to whom disclosure is
18 reasonably necessary to enable the Parties to prepare for trial, to
19 try this proceeding, or to engage in appellate proceedings in this
20 case;
- 21 (c) Experts (as defined in this Stipulated Protective Order) of the
22 Receiving Party to whom disclosure is reasonably necessary for
23 this Action and who have signed the “Acknowledgment and
24 Agreement to Be Bound” (Exhibit A);
- 25 (d) The court and its personnel;
- 26 (e) Court reporters and their staff;
- 27 (f) Professional jury or trial consultants, mock jurors, and
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- Professional Vendors to whom disclosure is reasonably necessary for this Action, on the condition that have all signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- (g) The author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;
 - (h) During their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and
 - (i) Any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8.3. Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items.

Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

- (a) The Parties’ attorneys of record and their staff in this case;
- (b) Experts (as defined in this Stipulated Protective Order) of the

Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) Deposition reporters and their support personnel for purposes of preparing deposition transcripts;

(d) The author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(e) The judge, jury, clerk and other personnel in the department to which this action may be assigned;

(f) Percipient witnesses called to testify at trial, where the protected information is relevant to a subject matter of which the deponent has personal knowledge; and

(g) Professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action, on the condition that have all signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A).

**9. PROTECTED MATERIAL SUBPOENAED OR ORDERED
PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” that Party must:

(a) Promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered

by the subpoena or order is subject to this Stipulated Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

- (c) Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

10. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

10.1. Application.

The terms of this Stipulated Protective Order are applicable to information produced by a Nonparty in this Action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Nonparty from seeking additional protections.

10.2. Notification.

In the event that a Party is required, by a valid discovery request, to produce a Nonparty's confidential information in its possession, and the Party is subject to an agreement with the Nonparty not to produce the Nonparty's confidential information, then the Party shall:

- (a) Promptly notify in writing the Requesting Party and the Nonparty that some or all of the information requested is subject to a confidentiality agreement with a Nonparty;
- (b) Promptly provide the Nonparty with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and
- (c) Make the information requested available for inspection by the Nonparty, if requested.

10.3. Conditions of Production.

If the Nonparty fails to seek a protective order from this Court within fourteen (14) days of receiving the notice and accompanying information, the Receiving Party may produce the Nonparty's confidential information responsive to the discovery request. If the Nonparty timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Nonparty before a determination by the Court. Absent a court order to the contrary, the Nonparty shall bear the burden and expense of seeking protection in this Court of its Protected Material.

11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (1) notify in

1 writing the Designating Party of the unauthorized disclosures, (2) use its best efforts
 2 to retrieve all unauthorized copies of the Protected Material, (3) inform the person
 3 or persons to whom unauthorized disclosures were made of all the terms of this
 4 Stipulated Protective Order, and (4) request such person or persons to execute the
 5 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
 6 A.

7 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
 8 **PROTECTED MATERIAL**

9 When a Producing Party gives notice to Receiving Parties that certain
 10 inadvertently produced material is subject to a claim of privilege or other protection,
 11 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
 12 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
 13 may be established in an e-discovery order that provides for production without prior
 14 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
 15 parties reach an agreement on the effect of disclosure of a communication or
 16 information covered by the attorney-client privilege or work product protection, the
 17 parties may incorporate their agreement in the stipulated protective order submitted
 18 to the court.

19 **13. MISCELLANEOUS**

20 13.1. Right to Further Relief.

21 Nothing in this Stipulated Protective Order abridges the right of
 22 any person to seek its modification by the Court in the future.

23 13.2. Right to Assert Other Objections.

24 By stipulating to the entry of this Stipulated Protective Order, no
 25 Party waives any right it otherwise would have to object to disclosing
 26 or producing any information or item on any ground not addressed in
 27 this Stipulated Protective Order. Similarly, no Party waives any right
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1 to object on any ground to use in evidence of any of the material
2 covered by this Stipulated Protective Order.

3 **13.3. Filing Protected Material**

4 A Party that seeks to file under seal any Protected Material must
5 comply with Local Rule 79-5. Protected Material may only be filed
6 under seal pursuant to a court order authorizing the sealing of the
7 specific Protected Material at issue. If a Party's request to file
8 Protected Material under seal is denied by the court, then the Receiving
9 Party may file the information in the public record unless otherwise
10 instructed by the Court.

11 **14. FINAL DISPOSITION**

12 After the final disposition of this Action, as defined in Section 5, within sixty
13 (60) days of a written request by the Designating Party, each Receiving Party must
14 return all Protected Material to the Producing Party or destroy such material. As
15 used in this subdivision, "all Protected Material" includes all copies, abstracts,
16 compilations, summaries, and any other format reproducing or capturing any of the
17 Protected Material. Whether the Protected Material is returned or destroyed, the
18 Receiving Party must submit a written certification to the Producing Party (and, if
19 not the same person or entity, to the Designating Party) by the 60-day deadline that
20 (1) identifies (by category, where appropriate) all the Protected Material that was
21 returned or destroyed and (2) affirms that the Receiving Party has not retained any
22 copies, abstracts, compilations, summaries or any other format reproducing or
23 capturing any of the Protected Material. Notwithstanding this provision, Counsel
24 are entitled to retain an archival copy of all pleadings, motion papers, trial,
25 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
26 and trial exhibits, expert reports, attorney work product, and consultant and expert
27 work product, even if such materials contain Protected Material. Any such archival
28 copies that contain or constitute Protected Material remain subject to this Stipulated

Protective Order as set forth in Section 5 (DURATION).

15. VIOLATION

Any violation of this Stipulated Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: 08/14/2023



Attorneys for Plaintiff

DATED: 08/08/2023



Attorneys for Defendant

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: August 23, 2023



Maria A. Audero
United States Magistrate Judge

EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name],
of _____ [print or type full address], declare under penalty of
perjury that I have read in its entirety and understand the Stipulated Protective
Order that was issued by the United States District Court for the Central District
of California on [date] in the case of *Gwen H. v. George Foreman, et al.*, Case
No. 2:22-cv-09241 AB (MAAx). I agree to comply with and to be bound by all
the terms of this Stipulated Protective Order and I understand and acknowledge that
failure to so comply could expose me to sanctions and punishment in the nature of
contempt. I solemnly promise that I will not disclose in any manner any
information or item that is subject to this Stipulated Protective Order to any person
or entity except in strict compliance with the provisions of this Stipulated Protective
Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [print
or type full name] of _____ [print or type full
address and telephone number] as my California agent for service of process in
connection with this action or any proceedings related to enforcement of this
Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____